

**A RESOLUTION**

**00- R -1700**

**BY TRANSPORTATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO.SO-0446-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA FOR THE COST INCURRED BY THE FAA FOR RELOCATION OF FAA CABLES AT WILLIAMS B. HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR AN AMOUNT NOT TO EXCEED \$76,608.00. TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H27 529010 R21E050693CG.**

**WHEREAS**, the City has undertaken a capital improvement program to facilitate major expansions and improvements at the Airport in accordance with the new Airport Master Plan; and

**WHEREAS**, the City has determined that several FAA cables will be impacted by the construction of the new Airport Traffic Control Tower (ATCT) and the Fifth Runway and will need to be relocated; and

**WHEREAS**, the City is responsible for the cost of relocating FAA Cables at the Airport; and

**WHEREAS**, the Federal Aviation Administration (FAA), is in a position to furnish directly or by contract supplies, equipment, and services which the City of Atlanta has funds available for, and has determined should be obtained from the FAA; and

**WHEREAS**, the FAA will perform services required to accomplish this project, as hereinafter described, subject to the reimbursement of the cost therefore by the City, as hereinafter set forth; and

**WHEREAS**, the relocation of FAA cables are required to accompany relocating the Airport Traffic Control Tower and the construction of the Fifth Runway which are projects approved via a Majority In Interest (MII) Agreement by the airlines; and

**WHEREAS**, the City will recover its costs from the airlines as provided by the MII Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor be and is hereby authorized to execute on behalf of the City of Atlanta Reimbursable Agreement No. SO-0446-07X, which shall provide for the FAA to perform the services necessary for the FAA cables relocation project at HAIA, said services described in that copy of said Agreement attached hereto as Attachment 1 and made a part hereto by reference, for a cost to the City not to exceed \$76,608.00, with the provision for up to 26% administrative overhead, and with the cost to the City under said Agreement to be charged to and paid from Fund Account Center No. 2H27 529010 R21E050693CG.

**BE IT FURHTER RESOLVED**, that said Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the Mayor has signed the same and delivered to the FAA.

REIMBURSABLE AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AND THE  
CITY OF ATLANTA, GA

WHEREAS, the Federal Aviation Administration, hereinafter referred to as the FAA, is in a position to furnish directly or by contract supplies, equipment, and services which the City of Atlanta here after referred to as the Airport Owner, requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, 49 USC Section 106 (1) (6) authorizes the FAA to enter into such contracts to carry out the functions of the Administrator and the Administration.

NOW THEREFORE, the FAA and the Airport Owner mutually agree as follows:

ARTICLE I-Title and Description of Project:

A. Due to the Airport Owner's desire to construct a new Airport Traffic Control Tower (ATCT), several FAA cables will be impacted, and will need to be relocated. Also several cables will be impacted by the construction of the Fifth Runway and will need to be relocated. Installation of the ATCT piling is scheduled for March 2001, earthwork for construction of the Fifth Runway is scheduled to start in the September-October 2000 timeframe. The project titled "Relocate FAA Cables at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia", is described below. This agreement will include relocation of cables associated with the ATCT and Remote Receiver, and planning for installation of cables/fiber optic's for connectivity to the Fifth Runway. For the project, the Airport Owner and the FAA will provide the described services, supplies, and equipment at the dollar amounts indicated.

B. The FAA will perform the following services, at the airport owner's expense:

1. Perform site survey to determine acceptable cable routes.
2. Provide all available site specific facility reference drawings.
3. Provide technical assistance and review design drawings and specifications for cable relocations.
4. Provide a resident engineer (RE) and project engineer during site preparation and relocation of the FAA cables. The RE will be on-site from the date that work starts on the cable relocations until all construction punch list items are cleared. The RE will have no contractual relationship with the airport owner's contractor.

5. Supply cable splice kits and perform cable splicing.
6. Conduct Joint Acceptance Inspections (JAI) with the sponsor.

C. The Airport Owner will:

1. Provide construction drawings and specifications that comply with the FAA Southern Region CAEG Standards and current FAA design criteria.
2. Obtain all necessary environmental and construction permits. This will include airspace coordination and zoning clearance as necessary.
3. Accomplish contracting, construction and installation in accordance with plans and specifications approved by the FAA.
4. Provide a designated representative who will be readily available to the FAA during the construction and installation. The representative will be responsible for addressing FAA concerns to the airport owner's contractor.
5. Coordinate all phases of construction and installation including facility shutdowns with the local FAA and the airport owner.
6. Participate in and correct exceptions as noted in the JAI.
- 7.. Provide "as-built" drawings to the FAA in paper and electronic file transfer forms.

D. The estimated FAA costs associated with this project are as follows:

1. Project Engineer	\$13,000.00
2. Resident Engineer	\$19,500.00
3. SMO/SSC assistance	\$ 5,000.00
4. Field maintenance Program (FMP)	\$ 7,800.00
5. Splice kits	\$ 5,000.00
6. Fiber Optic Cable	<u>\$10,500.00</u>
<b>Subtotal</b>	<b>\$60,800.00</b>
+ 26% Administrative Overhead	<u>\$15,808.00</u>
<b>Total</b>	<b>\$76,608.00</b>

- E. No services or supplies, other than listed above, will be furnished under this agreement.
- F. No equipment will be furnished through the FAA Logistics Center.
- G. The FAA will procure cable relocation support materials, at the airport owner's expense, for approximately \$5,000.00..
- H. All materials from the existing facility will be stored by the sponsor.
- I. The FAA will charge the airport owner for administrative overhead at the current rate of 26%.
- J. The estimated amounts that should be charged against the project, by fiscal year, are:
- |                           |             |
|---------------------------|-------------|
| FY 00 (10/1/99 – 9/30/00) | \$10,000.00 |
| FY 01 (10/1/00 – 9/30/01) | \$66,608.00 |

## ARTICLE II - Period of Agreement

The agreement is estimated to last two years. It will be effective on the date of the last signature below, and be considered complete when the final bill has been paid.

## ARTICLE III - Reimbursement, Performance, and Accounting Arrangement

A. The Airport Owner will reimburse the FAA quarterly for the project costs incurred by the FAA in fulfilling the terms under this agreement provided, however, that upon revocation of the agreement as provided herein the Airport Owner will reimburse the FAA for all costs incurred up to that time as a result of this agreement.

B. In determining the costs to the FAA, there shall be included general administrative overhead cost based on the current rate of 26% of the project costs. This overhead represents the cost to the FAA of those indirect expenses which are a part of the cost of overhead agency operations. The overhead rate shall be adjusted automatically and without the necessity for formal amendment upon issuance of revised rates under FAA Acquisition Manual Bulletin FB 95-09 issued August 28, 1995. If the rate is revised, it will be effective beginning the first full billing cycle after the effective date of the rate change.

C. The FAA hereby assigns the responsibility for the accomplishment of this agreement to the Southern Region. The Accounting Division is identified by the FAA as the billing office for this agreement. Their mailing address is:

Federal Aviation Administration  
Accounting Operations Branch, ASO-22

P.O. Box 45719  
Atlanta, Georgia 30320  
Telephone; (404)305-7040

D. The Airport Owner hereby identifies the office to which the FAA will render bills for the project costs incurred:

**Mr. Ben DeCosta**  
**City of Atlanta**  
**Department of Aviation**  
**William B. Hartsfield Atlanta International Airport**  
**Atlanta, Georgia 30320-2509**  
**Telephone: (404) 530-6600**

E. Billing will be made by FAA on SF-1114. The Reimbursable Bill Support List (a summary of cost by object class) will accompany all bills.

F. Estimates as contained in Article I are expected to be maximum, but may be adjusted to recover the FAA's actual costs. If during the course of this agreement, actual costs are expected to exceed the estimated costs by 10%, the FAA will notify the Airport Owner as soon as this is known in order to initiate an amendment to the agreement. In the event that actual costs exceed the FAA estimate, the Airport Owner will pay actual costs plus the required overhead.

G. Payments for billing are due within 30 days of receipt. Late charges will be assessed on delinquent payments at a rate based on the then current value of funds to the United States Treasury. Late charges will be assessed in 30-day increments for each 30-day period or portion thereof that payment is delayed.

#### ARTICLE IV – Amendment

Any change in the supplies, equipment, or services to be furnished, or their associated costs under this agreement shall be formalized by an appropriate written amendment to the agreement which shall outline in detail the exact nature of the change.

#### ARTICLE V - Effective Date

This agreement supersedes any previous reimbursable agreements between the parties on the subject matter set forth in article I and is effective on the date of the last signature below.

#### ARTICLE VI – Revocation

This agreement may be revoked at any time by either party upon 30 days advance written notice.

ARTICLE VII - Employment Ceiling

Not applicable.

ARTICLE VIII – Liability

A. Hold Harmless

The Airport Owner agrees to defend any suit brought against the FAA, or any instrumentality or officer thereof, arising out of work under this agreement. The Airport Owner agrees to hold the FAA, and any instrumentality or officer thereof, harmless against any claim by the Airport Owner or any agent thereof, for personal injury, death, or property damage arising out of work under this agreement to the extent that such suit or such claim does not arise from any act or omission by an employee of the FAA acting within the scope of his employment. To the extent that such suit or such claim is alleged to arise from any act or omission by an employee of the FAA acting within the scope of his or her employment, the provisions of the Federal Tort Claims Act, 28 U. S. Code, Section 2671, et seq., shall control.

B. Damages

Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel, the Airport Owner agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this agreement.

ARTICLE IX - Funds Availability

Not applicable.

The FAA and the Airport Owner agree to the provisions of this agreement as indicated by the signatures of their duly authorized officers.

**FEDERAL AVIATION ADMINISTRATION**

BY \_\_\_\_\_

TITLE Mgr, Acquisition & Real Estate Branch

DATE \_\_\_\_\_

**CITY OF ATLANTA**

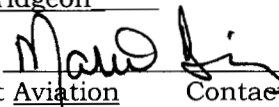
BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**TRANSMITTAL FORM FOR LEGISLATION**

**To Mayor's Office:** Greg Pridgeon

General Manager's Signature: 

From: Originating Department Aviation

Committee of Purview: TC

Committee Meeting: 11/15/00

Contact Person: Mary Eady 404-209-1700

Committee Deadline: 11/3/00

Council Meeting: 11/20/00

**CAPTION:**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0446-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA FOR THE COST INCURRED BY THE FAA FOR RELOCATION OF FAA CABLES AT WILLIAM B. HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR AN AMOUNT NOT TO EXCEED \$76,608.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H21 529010 T31001.**

**BACKGROUND/DISCUSSION:**

This paper authorizes the Mayor to execute Reimbursable Agreement No. SO-0446-07X with the Federal Aviation Administration (FAA) for reimbursement of engineering and installation cost associated with the relocation of FAA cables at the airport. Several FAA cables will be impacted by the construction of the new Airport Traffic Control Tower and the Fifth Runway and must be relocated. The FAA owns and operates this structure and is in a position to furnish directly or by contract supplies, equipment, and services necessary to accomplish the relocation of these cables in the timeframe required to minimize interruptions to air traffic operations. Therefore, the FAA will perform certain services required to accomplish this project, with the cost to be recovered under the Fifth Runway project through the airlines.

**FINANCIAL IMPACT:** \$76,608.00

**SOURCE:** 2000 Airport Revenue Bond Fund

Fund Account Center numbers and availability of funds verified by Financial Analyst, Tracy Curry.

**Mayor's Staff Only:**

Received by Mayor's Office: 10/18/00  
(Date)

Reviewed:   
(Initials)

10/19/00  
(Date)

Submitted to Council: \_\_\_\_\_

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adversed \_\_\_\_\_ Held

\_\_\_\_\_ Amended \_\_\_\_\_ Substituted \_\_\_\_\_ Referred \_\_\_\_\_ Other